

**FIU STANDARD INSURANCE REQUIREMENTS FOR ALL CONSTRUCTION MANAGEMENT PROJECTS
(POSTED ON FIU'S WEBSITE UNDER INSURANCE REQUIREMENTS)**

**ARTICLE 20
INSURANCE REQUIREMENTS**

20.1 **Basic Insurance Requirements.** In accordance with the Contract for Construction, Builder shall be required to procure and maintain throughout each Project the following insurance policies for the joint benefit of Builder and Owner, with an insurer acceptable to Owner:

20.2 **Types/Amounts of Insurance Required:**

20.2.1 Commercial General Liability insurance (occurrence form) including products/completed operations and contractual liability providing coverage in the minimum amount of:

20.2.1.1 For a major project or continuing services projects where the aggregate Construction Price is equal to or greater than \$4,000,000:

Each Occurrence	\$5,000,000
Personal and Advertising Injury	\$5,000,000
General Aggregate	\$5,000,000
Products/Completed Operations Agg.	\$5,000,000

The limits are to be applicable only to the Project and consistent with that which would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 25 01) to a Commercial General Liability policy.

Builder shall continue to maintain products/completed operations coverage in the amounts stated above for a period of three (3) years after the final completion of the Work. The insurance shall be on a form no more restrictive than, and shall cover those sources of liability which would be covered by Coverage A of, the latest occurrence form edition of the Commercial General Liability Coverage Form (ISO Form CG 00 01), or of the occurrence Products/Completed Operations Liability Coverage Form (ISO Form CG 00 37), as filed for use in the State of Florida by ISO, without any restrictive endorsements other than those which, under an ISO filing, must be attached to the policy (i.e., mandatory endorsements).

20.2.1.2 For a major project or continuing services projects where the aggregate Construction Price is less than \$4,000,000:

Each Occurrence	\$3,000,000
Personal and Advertising Injury	\$3,000,000
General Aggregate	\$3,000,000
Products/Completed Operations Agg.	\$3,000,000

Any deductible applicable to the Commercial General Liability must be mutually agreed to, in writing, by both Owner and Builder.

The minimum liability limits may be met with the combination of primary and excess policy limits.

The insurance certificate(s) shall indicate that the Commercial General Liability policy carries an endorsement (no more restrictive than CG 20 10) which names The Florida International University Board of Trustees, Florida International University, the State of Florida,

The Florida Board of Governors, and their respective trustees, directors, officers, employees and agents, as additional insureds). In addition, the policy shall provide coverage no more restrictive than that provided by the latest edition of the standard Commercial General Liability Form (Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO) without the attachment of any exclusion for "XCU" (explosion, collapse, underground damage).

20.2.2 Auto Liability insurance covering all of Builder's owned, non-owned and leased vehicles used in connection with the Project. Such insurance shall provide a minimum combined single limit of \$1,000,000 each accident. The deductible amount must be mutually agreed to, in writing, by both Owner and Builder. The insurance certificate(s) shall indicate that the Auto Liability policy carries an endorsement which names The Florida International University Board of Trustees, Florida International University, the State of Florida, The Florida Board of Governors, and their respective trustees, directors, officers, employees and agents, as additional insureds. Builder's policy(ies) shall be primary, and any insurance carried by Owner (FIU) shall be noncontributing with respect thereto; and

20.2.3 Builder shall provide workers' compensation and employer's liability insurance. Such insurance shall cover Builder (and, to the extent they are not otherwise insured, its subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act, USL&H and Jones, and any other applicable federal or state law.

The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One:	"Statutory"	
Part Two:	\$1,000,000	Each Accident
	\$1,000,000	Disease - Policy Limit
	\$1,000,000	Disease - Each Employee

20.2.4 Professional Liability insurance (occurrence form) or if the insurance is written on a claims-made form, it shall continue for five (5) years following the completion of the performance or the attempted performance of the provisions of the Contract for Construction. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this agreement. If the coverage is canceled or non-renewed and not replaced with another claims-made policy form with a retroactive date prior to the effective date or coinciding with the effective date of the Contract for Construction, Builder must purchase Extended Reporting ("Tail") coverage that will respond to claims arising out of this Agreement for a minimum of five (5) years following the completion of the performance or the attempted performance of the provisions of the Contract for Construction, providing coverage in the amount of:

20.2.4.1 For projects where the Construction Price is equal to or greater than \$4,000,000: A minimum limit of \$5,000,000 per claim and \$5,000,000 aggregate is required.

20.2.4.2 For a projects where the Construction Price is less than \$4,000,000: A minimum limit of \$3,000,000 per claim and \$3,000,000 aggregate is required.

20.2.5 Builder shall provide Builder's Risk insurance, at replacement cost, covering the full GMP contract value for the construction being performed, including, the existing structure, if applicable. Such builder's risk policy shall be written on an All-Risk Form that includes Windstorm as a covered loss and shall only contain exclusions acceptable to Owner in writing and shall include coverage for reasonable compensation for the Architect's/Engineer's services and expenses incurred as a result of an insured loss. This insurance shall insure the interests of Builder and subcontractors of any tier in the Project. Property covered by the builder's insurance shall include Owner's Direct Purchase Materials whether stored on or off-site and temporary building(s) or structure(s) at the Project site, other than any of Builder's office trailer(s). In addition, such builder's risk insurance shall cover portions of the Project stored off the site, after the written approval of Owner, at the value established in the approval, and portions of the Project in transit. The Florida International University Board of Trustees, Florida International University, the State of Florida, The Florida Board of Governors shall be named as additional insureds on such policy. The policy shall include a waiver of subrogation endorsement. Builder's Risk insurance deductibles shall be subject to the following requirements:

20.2.5.1 For projects where the Construction Price is equal to or greater than \$4,000,000: the deductible under this policy shall not exceed \$250,000 for Flood, five percent (5%) of the value of the Project at the time of the loss or a minimum of \$250,000 for Windstorm and \$50,000 for all other perils unless otherwise agreed to by the parties in the GMP Amendment.

20.2.5.2 For projects where the Construction Price is less than \$4,000,000: the deductible under this policy shall not exceed \$50,000 for Flood, five percent (5%) of the value of the Project at the time of the loss or a minimum of \$50,000 for Windstorm and \$25,000 for all other perils.

20.2.5.3 When the Project includes the repair, removal, installation and/or testing of live steam boilers, valves, pipes, or lines then such insurance shall include testing and start-up coverage, written on the ISO form or its equivalent. A loss or losses insured under this insurance policy shall be adjusted by the Builder and its insurance company. Builder shall repair or replace the damaged property with the proceeds from the builder's risk policy. Builder shall be responsible for all damages and necessary repairs whether or not the loss is covered in the builders' risk policy.

20.2.5.4 Notwithstanding the above Builder's Risk provisions, Owner shall have the option, at its sole discretion, to procure a Builder's Risk Insurance policy for the Project, in which event, Owner shall notify Builder in writing and this Article 20.2.5 shall not be applicable.

20.2.6 If relevant to the Project - Pollution, Environmental Impairment, and/or Asbestos Pollution Liability coverage in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 policy aggregate, coverage to be maintained for a minimum of five (5) years after Project completion.

20.2.7 The builder's risk policy(ies) must include language limiting the scope of the exclusionary language regarding, and providing coverage for, costs rendered necessary by defects of material workmanship, design plan or specification in accordance with the London Engineering Group's LEG 3/06 policy wording.

20.3 Requirements Pertaining to all Insurance Required under this Section:

20.3.1 All insurance policies shall be issued and countersigned by duly authorized representatives of such companies and the Commercial General Liability and Automobile Liability shall be written on ISO standard forms or their equivalent. Additionally, all insurance under this Article must be issued by an insurance company authorized to do business in the State of Florida and have an AM Best rating of A-, VII or higher. All required policies shall be endorsed to provide that any such insurance policy(ies) shall not be canceled, terminated, non-renewed, or materially changed without thirty (30) days' prior written notice to Owner. In addition, Builder shall require all subcontractors, consultants, and agents providing services on the Project to carry any and all insurance coverage that adequately covers each consultant's exposure based on the type of services they are providing in connection with the Project. In addition, Builder shall notify Owner, in writing, of any reduction in the aggregate coverage provided by Builder's insurance within (30) days after each such revision in coverage. In the event Builder or its consultants fail to maintain the insurance required hereby, Owner may, at its discretion, pay any premium necessary to maintain the coverage required hereby and deduct such premium costs from Builder's fees under the Contract for Construction.

20.3.2 Builder shall release and discharge Owner and the Owner's Related Parties of and from all liability to Builder, and to anyone claiming by, through or under Builder, by subrogation or otherwise, on account of any loss or damage to tools, machinery, and equipment or other property, however caused. Builder shall cause its builder's risk property insurance company to issue a waiver of subrogation consistent with this provision.

20.3.3 Builder must provide Owner with a Certificate(s) of Insurance(s) reflecting all of the insurance coverages satisfying the above requirements not later than 10 days after the Effective Date of the Contract for Construction and prior to commencement of any operations or activities thereunder. Additionally, the insurance required hereunder shall be carried by Builder at least until the Project is Substantially Completed and accepted by Owner.

20.3.4 Owner shall not be liable for amounts that may represent a deductible in any insurance policy, except for the Builder's Risk Policy. With regard to the Builder's Risk Policy only, the payment of any required deductible shall be the responsibility of Owner. Builder shall fully and timely cooperate with Owner in filing claims on any deductible amounts claimed under Builder's Risk for damages sustained in the event of a loss.

20.3.5 The absence of a demand for any type of insurance certificates or policy or insurance condition, or for higher coverage limits shall not be construed as a waiver of Builder's obligations to carry and maintain the appropriate types of insurances at limits that are appropriate to the liability exposure associated with the Contract for Construction. Owner does not represent that coverage and the limits specified herein will necessarily be adequate to cover Builder's liability.

20.3.6 All required insurance policies, except professional liability, shall be endorsed to provide for a waiver of the insurer's rights of subrogation in favor of The Florida International University Board of Trustees, Florida International University, the State of Florida, The Florida Board of Governors, and their respective trustees, directors, officers, employees and agents.

20.3.7 The insurance provided by Builder shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by The Florida International University Board of Trustees, Florida International University, the State of Florida, The Florida Board of Governors, and their respective trustees, directors, officers, employees and agents.

20.3.8 All deductibles and self-insured retentions associated with insurance required for compliance with the Contract for Construction shall remain the sole and exclusive responsibility of Builder. Under no circumstances will The Florida International University Board of Trustees, Florida International University, the State of Florida, The Florida Board of Governors, and their respective trustees, directors, officers, employees and agents be responsible for paying any deductible or self- insured retentions related to the Contract for Construction.

20.4 **Effect of Insurance.** Compliance with insurance requirements shall not relieve Builder of any responsibility to indemnify Owner for any liability to Owner as specified in any other provision of the Contract for Construction, and Owner shall be entitled to pursue any remedy in law or equity if Builder fails to comply with the contractual provisions of the Contract for Construction. Indemnity obligations specified elsewhere in the Contract for Construction shall not be negated or reduced by virtue of any insurance carrier's (i) denial of insurance coverage for the occurrence or event which is the subject matter of the claim; or (ii) refusal to defend any named insured.

20.5 **Insurance Survival.** This entire Article shall survive expiration of the Contract for Construction.